DEPARTMENT OF PUBLIC SOCIAL SERVICES

WELFARE FRAUD PREVENTION & INVESTIGATIONS SECTION

Number:	Date:
04-09	06/03/04

Administrative Memorandum

SUBJECT: FORM DFA 377.7G - FOOD STAMP REPAYMENT AGREEMENT FOR AN INTENTIONAL PROGRAM VIOLATION (IPV)

REFERENCE:

CANCELS: FILE IN:

This memorandum is to advise investigative staff that the form DFA 377.7G, Food Stamp Repayment Agreement for an Intentional Program Violation (IPV), has been placed on the WFP&I servers for immediate use.

The DFA 377.7G is to be used to set the terms of repayment of excess Food Stamps received by the participant. The DFA 377.7G is completed and signed by the participant when the participant comes to the office for the repayment interview as scheduled on the notice PA 654, Demand For Repayment.

Questions regarding this memorandum may be directed to your immediate supervisor.

Luther Evans, Director
Welfare Fraud Prevention & Investigations Section

LE:MH:JR:jr

Attachment

c: Deputy Directors

FOOD STAMP REPAYMENT AGREEMENT
FOR AN INTENTIONAL PROGRAM VIOLATION (IPV) ONLY

CASE NUMBER	
WORKER	

NAME

CASE NAME

ADDRESS

TERMS AND CONDITIONS

You or a member of our household broke a Food Stamp rule on purpose.
You must repay extra food stamp benefits by using one or more methods listed here:

1. **Lump Sum Payment** – You may repay in full the amount owed at one time with cash and/or food stamp benefits.
2. **Benefit Reduction** – if you are getting food stamp benefits now, you may repay by having your household's benefits reduced for all or part of the amount owed. Repayment by this method will be 20% of your monthly benefit or $20 each month, whichever is more.
3. **Installments** – You may repay the amount owed in monthly payments with cash and/or with food stamp benefits.
4. **Ordered Repayment**
   ☐ The court or Administrative Law Judge ordered that you repay as indicated below. These repayment terms cannot be changed by you or by the county.

If we have not already talked to you about the terms of this Agreement, or if you have any questions, call the welfare collector at
_____ .

After you complete and sign this Agreement, return all copies to the county in the envelope provided. Do not sent cash or food stamp benefits through the mail with this Agreement. When approved by the county, a signed copy of this Agreement will be sent to you.

AGREEMENT

I, _____ , understand this Agreement is between me and _____ County because extra food stamps in the amount of $ _____ were issued. I agree to repay this amount by the method(s) checked below:

☐ Lump Sum Payment

    ☐ I will repay by a lump sum cash payment of $ _____ due on _____ .

    ☐ I will repay by a lump sum food stamp benefit payment of $ _____ due on _____ .

☐ Benefit Reduction

    ☐ I will repay by having my household's benefits reduced by $ _____ each month, beginning _____ .

☐ Installments

    ☐ I will repay by monthly cash payments of $ _____ due on the _____ day of each month beginning _____ .

    ☐ I will repay by monthly food stamp benefit payments of $ _____ due on the _____ day of each month beginning _____ .

I also understand and agree that:

1. My repayment schedule is based on my current ability to pay as figured by the county. Any changes in my ability to pay may change my monthly payments.
2. If anything changes, I may ask the county to refigure the terms checked above.
3. If I do not pay as agreed and I do not get a new payment schedule, the county may ask that the total amount owed be paid now.
4. If I do not pay as agreed and the county sues me to collect the amount owed, I may also be required to pay collection costs, attorney fees, and court costs.
5. If I do not pay, the county may take my state/federal income tax refund and/or ask the court to attach my wages or any property I own.
6. I will be subject to involuntary collection action(s) if payment is not received by the due date and the claim becomes delinquent.
7. Even if I agree to pay back what I own, IPV penalties will apply.

_____   _____   _____
Signature   Date   County

To be completed by the county:

The above-signed Agreement has been accepted by _____ on _____ for
                                                           Date

_____ County. Payments should be made at:

_____

_____
(Signature of Authorized County Official)